liability as an insurer. *Cau* v. *Texas & Pacific Ry. Co.*, 194 U. S. 427. The state courts, however, have thus far shown praiseworthy persistence in refusing to follow this decision. They insist that such a limitation can arise only from special contract, supported by valuable consideration. Carriage at reasonable rates, with unlimited liability, is merely the public duty of every carrier. Doing what one is already legally bound to do cannot be consideration for the relinquishment of the right to hold the carrier as an insurer. A lower rate, or its equivalent, can be the only basis of any special contract. *Wehman* v. *Minn., St. Paul & S. St. Marie Ry.*, 58 Minn. 22. It must be accepted without anything resembling compulsion; that is, there must be open to the shipper a reasonable and *bonâ fide* alternative, between the common-law rate and liability, and the limited liability and rate. *Louisville & Nashville R. Co.* v. *Gilbert Parks & Co.*, 88 Tenn. 430. The Supreme Court doctrine seems logically indefensible.

CONFLICT OF LAWS — RIGHTS IN PROPERTY — PROPERTY ACQUIRED BY SPOUSES AFTER MARRIAGE. — A French citizen was married in France. As there was no ante-nuptial contract, the wife under the French law had a community interest in his property. He subsequently became domiciled in New York, where he acquired real and personal property, and died intestate. *Held*, that the whole property is subject to the transfer tax. *In re Majot's Estate*, 92 N. E. 420 (N. Y.).

This affirms the decision of the Appellate Division, commented on in 23 HARV. L. REV. 400.

CONSTITUTIONAL LAW — CONSTRUCTION, OPERATION, AND ENFORCEMENT OF CONSTITUTIONS — ELECTION OF UNITED STATES SENATORS. — A state statute provided for the nomination by direct primaries of candidates for the United States Senate. *Held*, that the statute is constitutional. *State ex rel. Van Alstine* v. *Frear*, 125 N. W. 961 (Wis.). See NOTES, p. 50.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — CRUEL AND UNUSUAL PUNISHMENT. — The minimum punishment provided by a Philippine law for the falsification of a public document was twelve years' confinement at hard labor with a chain at the ankle and wrist of the offender, deprivation for that period of marital and parental authority and of the rights of property, loss of the franchise and of the right to hold office, and perpetual subjection to surveillance. The Philippine Bill of Rights prohibited the infliction of cruel and unusual punishment. *Held*, that the law is repugnant to the Bill of Rights. *Weems* v. *United States*, 217 U. S. 349. See NOTES, p. 54.

CONSTITUTIONAL LAW — POWERS OF THE JUDICIARY — IMPEACHING ENROLLED ACT BY LEGISLATIVE JOURNALS. — The constitution of Delaware provided that "No bill . . . shall pass either house unless the final vote shall have been taken by yeas and nays, and the names of the members voting for and against the same shall be entered on the journal. . . ." There was in existence a duly enrolled bill signed by the presiding officer of each house and by the governor. *Held*, that unless the journals show the entries required by the constitution the act is void. *Rash* v. *Allen*, 76 Atl. 370 (Del.). See NOTES, p. 49.

CORPORATIONS — CORPORATE POWERS AND THEIR EXERCISE — PRACTICE OF LAW. — A statute of 1909 made it unlawful for any corporation to practice law. Certain exceptions in the statute made it necessary to determine whether, prior to 1909, it was lawful under any statute for a corporation to practice law. A former statute had authorized corporations to be formed "for any lawful

business." *Held*, that the practice of law is not a "lawful business" within the meaning of the statute. *In re Co-operative Law Co.*, 92 N. E. 15 (N. Y.).

The practice of law is a lawful business only for those who have fulfilled the statutory requirements. N. Y. CONSOL. LAWS (1909), TIT. JUDICIARY LAW, §§ 460, 466. A corporation could not meet the requirement of learning or good character, nor take an oath of office. It was contended in the principal case that the statute was satisfied if the corporation conducted its legal business through duly licensed attorneys. *Cf. State Electro-Medical Institute* v. *State*, 74 Neb. 40. But the corporate fiction cannot be so easily disregarded. If the attorneys employed by the corporation must act as its agents, in strict legal theory it is the corporation that is practicing law. The artificial entity intervenes between the licensed attorney and the client. Even if the attorneys were permitted to act entirely in their own names, public policy would condemn the business of finding clients for lawyers for a share in the fees. See *Langdon* v. *Conlin*, 67 Neb. 243; *Alpers* v. *Hunt*, 86 Cal. 78. The result in the principal case is a desirable one, since it protects the bar from the danger of having its members controlled by corporations financially interested in encouraging litigation.

CORPORATIONS — STOCKHOLDERS: RIGHTS INCIDENT TO MEMBERSHIP — LEGALITY OF VOTING TRUST. — The majority stockholders of a corporation transferred their stock to trustees, receiving trust certificates in return, under an agreement by which the trustees were to have an irrevocable power to vote the stock, and the privilege of purchasing at a certain price, for the benefit of the other members, the stock of any member of the syndicate wishing to sell, the object being to insure the continuance of the present membership and policy of the corporation. A transferee of some of the trust certificates sought to overthrow the agreement so as to enable him to vote his stock. *Held*, that the agreement is valid, and that the trustees' power, being coupled with an interest, is irrevocable. *Boyer* v. *Nesbitt et al.*, 76 Atl. 103 (Pa.).

An agreement to last for fifteen years, similar to the above, and for a similar purpose, was made by the majority stockholders of a banking corporation. A stockholder not in the agreement sought to have it overthrown, and the trustees enjoined from voting the stock. *Held*, that the agreement is against public policy and void, and that the trustees will be enjoined. *Bridgers* v. *First Nat. Bank of Tarboro et al.*, 67 S. E. 770 (N. C.). See NOTES, p. 51.

CRIMINAL LAW — DEFENSES — JUSTIFICATION UNDER PRIOR DECISION OF COURT. — A state statute making criminal the soliciting or accepting of any order for the sale or delivery of liquor was declared invalid by the Supreme Court of the state. Subsequently the same court overruled its decision and declared the law valid. In the meantime, the defendant violated the statute, and after the second decision, he was convicted. *Held*, that the conviction was wrong. *State* v. *O'Neil*, 126 N. W. 454 (Ia.).

For a discussion of this point, see 18 HARV. L. REV. 541.

CRIMINAL LAW — STATUTORY OFFENSES — VENDEE AS ACCOMPLICE OF VENDOR IN ILLEGAL LIQUOR SALE. — A purchaser in an illegal sale of intoxicating liquor testified against the seller. The seller contended that, as an accomplice, his testimony required corroboration. *Held*, that a purchaser is not an accomplice. *Trinkle* v. *State*, 127 S. W. 1060 (Tex., Ct. Cr. App.).

The witness is an accomplice of the defendant only if he could be indicted for the same crime. *Keller* v. *State*, 102 Ga. 506. The courts, however, uniformly declare that a purchaser of intoxicating liquors is not indictable. *Commonwealth* v. *Kostenbauder*, 20 Atl. 995 (Pa.). It is argued that the purchaser is not indictable for directly engaging in the sale, for a purchase is the exact